

ITEL

RECORDATION NO. 15063 Filed & Recorded

MAY 18 1987 10-1 5 PM

Itel Rail Corporation

55 Francisco Street
San Francisco, California 94133
(415) 984-4000

May 7, 1987

INTERSTATE COMMERCE COMMISSION

Date 5/18/87
Fee \$ 10.00
ICC Washington, D. C.

Hon. Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, DC 20423

Re: **Quarterly Supplement No. 2 to the Security Agreement between Itel Rail Corporation and Heller Financial, Inc.**

Dear Ms. McGee:

On behalf of Itel Rail Corporation, the above instrument, in seven (7) counterparts, is hereby submitted for filing and recording pursuant to U.S.C. §11303(a), along with a check in the amount of \$10 covering the recordation fee.

Please record this Supplement under the Security Agreement dated September 30, 1986, between Itel Rail Corporation and Heller Financial, Inc., which was filed with the ICC on October 7, 1986, and given Recordation No. 15063.

The parties to the aforementioned instrument are listed below:

Itel Rail Corporation (Borrower)
55 Francisco Street
San Francisco, California 94133

Heller Financial, Inc. (Secured Party)
200 North LaSalle Street
Chicago, Illinois 60601

This Supplement reflects the remarking of units of equipment as set forth on Schedule A-2 attached thereto.

Please return to the undersigned the stamped counterparts not required for filing purposes, together with the fee receipt and a letter from the ICC acknowledging this filing.

Very truly yours,

patricia schumacker

Patricia Schumacker
Legal Department

:ps
Enclosures

QUARTERLY SUPPLEMENT NO. 2
TO THE SECURITY AGREEMENT
BETWEEN ITEL RAIL CORPORATION ("ITEL RAIL")
AND HELLER FINANCIAL, INC. ("HELLER")

RECORDATION NO. 15063-2 Filed & Recorded
MAY 18 1987 10-1 5 PM
INTERSTATE COMMERCE COMMISSION

WHEREAS, Itel Rail and Heller are parties to a Loan and Security Agreement (the "Loan") dated as of September 30, 1986, which became effective October 7, 1986;

WHEREAS, in furtherance of the Loan, Itel Rail and Heller have entered into a Security Agreement (the "Security Agreement") dated as of September 30, 1986, which was filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303(a) on October 7, 1986, and given Recordation No. 15063;

WHEREAS, the parties desire that Itel Rail file quarterly supplements to Schedule A of the Security Agreement to reflect the remarking from time to time of the Units (as defined in the Security Agreement).

NOW, THEREFORE, pursuant to the premises and the covenants and promises contained in the Loan and in the Security Agreement, the parties agree as follows:

1. Schedule A of the Security Agreement is hereby supplemented as set forth on Schedule A-2 attached hereto to reflect that each Unit listed beneath the column entitled "Previous Reporting Marks," respectively, has been remarked to bear the reporting marks listed beneath the column entitled "Current Reporting Marks."

HELLER FINANCIAL, INC.

ITEL RAIL CORPORATION

By Allen G. Rosen
Title VP
Date 5/4/87

By Robert Kichule
Title VP Finance
Date 4/20/87

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

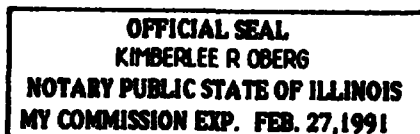
On this 20th day of APRIL, 1987 before me personally came ROBERT C. KIEHNLE to me known, who, being by me duly sworn, did depose and say that he is the VICE PRESIDENT-FINANCE of ITEL RAIL CORPORATION, one of the parties described in and which executed the above instrument; that the execution of the above instrument was duly authorized by the board of directors of ITEL RAIL CORPORATION; and that he signed his name thereto pursuant to like authority.



patricia schumacker
Notary Public

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

On this 5th day of MAY, 1987 before me personally came COLLEEN A. PALMER to me known, who, being by me duly sworn, did depose and say that she is the ASS'T VICE PRESIDENT of HELLER FINANCIAL, INC., one of the parties described in and which executed the above instrument; that the execution of the above instrument was duly authorized by the board of directors of HELLER FINANCIAL, INC.; and that she signed ^{her} ~~his~~ name thereto pursuant to like authority.



Kimberlee R. Oberg
Notary Public

EXHIBIT A-2

SUPPLEMENT NO. 2 TO SECURITY AGREEMENT
Quarter ending March 31, 1987

<u>(Sub)Lease/Units</u>	<u>Previous Reporting Marks</u>	<u>Current Reporting Marks</u>
5/5/78 Atlanta and St. Andrews	LEF 1040	ASAB 7439
Bay Lease Agreement	LEF 1041	ASAB 7440
25	LEF 1042	ASAB 7441
	LEF 1043	ASAB 7442
	LEF 1044	ASAB 7443
	LEF 1045	ASAB 7444
	LEF 1046	ASAB 7445
	LEF 1047	ASAB 7446
	LEF 1048	ASAB 7447
	LEF 1049	ASAB 7448
	NOPB 3105	ASAB 7449
	NOPB 3118	ASAB 7450
	NOPB 3120	ASAB 7451
	NOPB 3122	ASAB 7452
	NOPB 3127	ASAB 7453
	NOPB 3133	ASAB 7454
	NOPB 3139	ASAB 7455
	NOPB 3141	ASAB 7456
	NOPB 3146	ASAB 7457
	NOPB 3147	ASAB 7458
	NOPB 3155	ASAB 7459
	NOPB 3164	ASAB 7460
	NOPB 3176	ASAB 7461
	NOPB 3181	ASAB 7462
	NOPB 3195	ASAB 7463

ITEL RAIL CORPORATION

By: Robert Kialuk
 Authorized Officer

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

On this 20TH day of APRIL, 1987 before me personally came ROBERT C. KIEHNLE to me known, who, being by me duly sworn, did depose and say that he is the VICE PRESIDENT-FINANCE of TEL RAIL CORPORATION, one of the parties described in and which executed the above instrument; that the execution of the above instrument was duly authorized by the board of directors of TEL RAIL CORPORATION; and that he signed his name thereto pursuant to like authority.



patricia schumacker
Notary Public